

BEFORE THE  
CALIFORNIA BOARD OF OCCUPATIONAL THERAPY  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

JONATHAN VALENZUELA BELASCO  
399 Oceanic Way  
Sacramento, CA 95831  
Occupational Therapy Assistant Certificate  
No. OTA 1063

Respondent.

Case No. OT2006-363

OAH No. 2009110589

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the California Board of Occupational Therapy, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on June 16, 2010.

It is so ORDERED May 17, 2010.

*Margaret West* MSA, OT/L EOTA  
FOR THE CALIFORNIA BOARD OF  
OCCUPATIONAL THERAPY  
DEPARTMENT OF CONSUMER AFFAIRS  
*Chair*

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Attorney General of California  
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Senior Assistant Attorney General  
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Supervising Deputy Attorney General  
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8 **BEFORE THE**  
**CALIFORNIA BOARD OF OCCUPATIONAL THERAPY**  
9 **DEPARTMENT OF CONSUMER AFFAIRS**  
10 **STATE OF CALIFORNIA**

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14 No. OTA 1063

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**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

15 Respondent.

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17  
18 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-  
19 entitled proceedings that the following matters are true:

20 **PARTIES**

21 1. Heather Martin (Complainant) is the Executive Officer of the California Board of  
22 Occupational Therapy. She brought this action solely in her official capacity and is represented  
23 in this matter by Edmund G. Brown Jr., Attorney General of the State of California, by Janice K.  
24 Lachman, Supervising Deputy Attorney General.

25 2. Respondent Jonathan Valenzuela Belasco (Respondent) is represented in this  
26 proceeding by attorney Eric Hintz, whose address is Hintz & Welch, 1006 4th Street, Suite 220,  
27 Sacramento, CA 95814.  
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3. On or about January 24, 2003, the California Board of Occupational Therapy issued Occupational Therapy Assistant Certificate No. OTA 1063 to Jonathan Valenzuela Belasco (Respondent). The Occupational Therapy Assistant Certificate was in full force and effect at all times relevant to the charges brought in Accusation No. OT2006-363 and will expire on March 31, 2011, unless renewed.

## JURISDICTION

4. Accusation No. OT2006-363 was filed before the California Board of Occupational Therapy (Board), Department of Consumer Affairs, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on August 12, 2009. Respondent timely filed his Notice of Defense contesting the Accusation. A copy of Accusation No. OT2006-363 is attached as exhibit A and incorporated herein by reference.

## ADVISEMENT AND WAIVERS

5. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. OT2006-363. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

6. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at his own expense; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

1 CULPABILITY

2 8. Respondent admits the truth of each and every charge and allegation in Accusation  
3 No. OT2006-363.

4 9. Respondent agrees that his Occupational Therapy Assistant Certificate is subject to  
5 discipline and he agrees to be bound by the California Board of Occupational Therapy (Board's)  
6 imposition of discipline as set forth in the Disciplinary Order below.

7 RESERVATION

8 10. The admissions made by Respondent herein are only for the purposes of this  
9 proceeding, or any other proceedings in which the California Board of Occupational Therapy or  
10 other professional licensing agency is involved, and shall not be admissible in any other criminal  
11 or civil proceeding.

12 CONTINGENCY

13 11. This stipulation shall be subject to approval by the California Board of Occupational  
14 Therapy. Respondent understands and agrees that counsel for Complainant and the staff of the  
15 California Board of Occupational Therapy may communicate directly with the Board regarding  
16 this stipulation and settlement, without notice to or participation by Respondent or his counsel.  
17 By signing the stipulation, Respondent understands and agrees that he may not withdraw his  
18 agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it.  
19 If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and  
20 Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible  
21 in any legal action between the parties, and the Board shall not be disqualified from further action  
22 by having considered this matter.

23 12. The parties understand and agree that facsimile copies of this Stipulated Settlement  
24 and Disciplinary Order, including facsimile signatures thereto, shall have the same force and  
25 effect as the originals.

26 13. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an  
27 integrated writing representing the complete, final, and exclusive embodiment of their agreement.  
28 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,

1 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary  
2 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a  
3 writing executed by an authorized representative of each of the parties.

4 14. In consideration of the foregoing admissions and stipulations, the parties agree that  
5 the Board may, without further notice or formal proceeding, issue and enter the following  
6 Disciplinary Order:

7 **DISCIPLINARY ORDER**

8 IT IS HEREBY ORDERED that Occupational Therapy Assistant Certificate No. OTA  
9 1063 issued to Respondent Jonathan Valenzuela Belasco (Respondent) is revoked. However, the  
10 revocation is stayed and Respondent is placed on probation for three (3) years on the following  
11 terms and conditions.

12 1. **Obey All Laws.** Respondent shall obey all federal, state and local laws and  
13 regulations governing the practice of occupational therapy in California. Respondent shall  
14 submit, in writing, a full detailed account of any and all violations of the law to the Board within  
15 five (5) days of occurrence.

16 2. **Compliance with Probation and Quarterly Reporting.** Respondent shall fully  
17 comply with the terms and conditions of probation established by the Board and shall cooperate  
18 with representatives of the Board in its monitoring and investigation of the respondent's  
19 compliance with probation. Respondent, within ten (10) days of completion of the quarter, shall  
20 submit quarterly written reports to the Board on a Quarterly Report of Compliance form obtained  
21 from the Board.

22 3. **Personal Appearances.** Upon reasonable notice by the Board, respondent shall  
23 report to and make personal appearances at times and locations as the Board may direct.

24 4. **Notification of Address and Telephone Number Change(s).**

25 Respondent shall notify the Board, in writing, within five (5) days of a change of residence  
26 or mailing address, of his new address and any change in work and/or home telephone numbers.

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1           5.     **Tolling for Out-of-State Practice, Residence or In-State Non-Practice.**

2           In the event respondent should leave California to reside or to practice outside the State for  
3 more than thirty (30) days, respondent shall notify the Board or its designee in writing within ten  
4 (10) days of the dates of departure and return. All provisions of probation, other than the address  
5 change, education requirements, and cost recovery requirements, shall be held in abeyance until  
6 respondent resumes practice and/or residence in California. All provisions of probation shall  
7 recommence on the effective date of resumption of practice in California.

8           6.     **Notification to Employer(s).** When currently employed or applying for employment  
9 in any capacity in any health care profession, Respondent shall notify his employer of the  
10 probationary status of respondent's license. This notification to the current employer shall occur  
11 no later than the effective date of the Decision. Respondent shall notify any prospective health  
12 care employer of his probationary status with the Board prior to accepting such employment.  
13 This notification shall be made by providing the employer or prospective employer with a copy of  
14 the Board's Accusation and Stipulated Settlement and Disciplinary Decision and Order.

15           Respondent shall cause each health care employer to submit quarterly reports to the Board.  
16 The reports shall be on a form provided by the Board, shall include a performance evaluation and  
17 such other information as may be required by the Board.

18           Respondent shall notify the Board, in writing, within five (5) days of any change in  
19 employment status. Respondent shall notify the Board, in writing, within five (5) days if he is  
20 terminated from any occupational therapy or health care related employment with a full  
21 explanation of the circumstances surrounding the termination.

22           7.     **Employment Requirements and Limitations.** During probation, respondent shall  
23 work in his licensed capacity in the State of California: This practice shall consist of no less than  
24 (6) continuous months and of no less than twenty (20) hours per week.

25           While on probation, respondent shall not work for a registry or in any private duty position,  
26 except as approved, in writing, by the Board. Respondent shall work only on a regularly  
27 assigned, identified, and pre-determined work site(s) and shall not work in a float capacity except  
28 as approved, in writing, by the Board.

1        8.    **Supervision Requirements.** Respondent shall obtain prior approval from the Board,  
2 before commencing any employment, regarding the level of supervision provided to the  
3 respondent while employed as an occupational therapist or occupational therapy assistant.

4        Respondent shall not function as a supervisor during the period of probation except as  
5 approved, in writing, by the Board.

6        9.    **Continuing Education Requirements.** Respondent shall complete continuing  
7 education as follows: One course on Stress Management for eight (8) hours of credit; one course  
8 in Anger Management for eight (8) hours of credit; and, one course in Law and Ethics for eight  
9 (hours) of credit, for a total of 24 combined hours of continuing education, to be completed in  
10 addition to the education requirements for license renewal. Continuing education shall be  
11 completed within a period of time designated by the Board, which time frame shall be  
12 incorporated as a condition of this probation.

13        Continuing education shall be in addition to the professional development activities  
14 required for license renewal. Within thirty (30) days of the effective date of this Decision and  
15 Order in this matter, respondent shall submit a written plan to comply with this requirement. The  
16 Board shall approve such plan prior to enrollment in any course of study.

17        Failure to satisfactorily complete the required continuing education as scheduled shall  
18 constitute a violation of probation. Respondent is responsible for all costs of such continuing  
19 education. Upon successful completion of the course(s), respondent shall cause the instructor to  
20 furnish proof to the Board within thirty (30) days of course completion.

21        10.   **Maintenance of Valid License.** Respondent shall, at all times while on probation,  
22 maintain an active current license with the Board, including any period during which license is  
23 suspended or probation is tolled.

24        11.   **Cost Recovery Requirements.** Respondent shall reimburse the Board for its costs in  
25 the investigation and enforcement of this matter pursuant to Business and Professions Code  
26 section 125.3 in the amount of \$1017 within 24 months of the effective date of this Decision and  
27 Order. Failure to make payments in accordance with any formal agreement entered into with the  
28 Board or pursuant to any Decision by the Board shall be considered a violation of probation.

1       The Board shall not renew or reinstate the license of any respondent who has failed to pay  
2 all the costs as directed in a Decision.

3       12. **Violation of Probation.** If respondent violates probation in any respect, the Board,  
4 after giving respondent notice and opportunity to be heard, may revoke probation and carry out  
5 the disciplinary order which was stayed. If an accusation or a petition to revoke probation is filed  
6 against respondent during probation, the Board shall have continuing jurisdiction until the matter  
7 is final, and the period of probation shall be extended until the matter is final.

8       13. **Completion of Probation.** Respondent shall not be considered for early termination  
9 of probation or modification of probation; he will be required to complete the full three year term  
10 of probation in compliance with all terms and conditions stated. Upon successful completion of  
11 probation, respondent's license will be fully restored.

12       14. **Criminal Probation Reports.** Respondent shall provide the Board with a copy of  
13 the standard conditions of the criminal probation, copies of all criminal probation reports, and the  
14 name of his probation officer.

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ACCEPTANCE

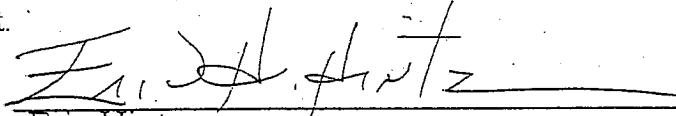
I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Eric Hintz. I understand the stipulation and the effect it will have on my Occupational Therapy Assistant Certificate. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the California Board of Occupational Therapy.

DATED: 3/16/10

  
JONATHAN VALENZUELA BELASCO  
Respondent

I have read and fully discussed with Respondent Jonathan Valenzuela Belasco the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 3/16/10

  
Eric Hintz  
Attorney for Respondent

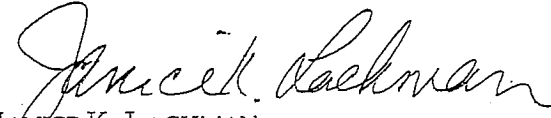
ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the California Board of Occupational Therapy of the Department of Consumer Affairs.

Dated: 4/5/10

Respectfully Submitted,

EDMUND G. BROWN JR.  
Attorney General of California  
ALFREDO TERRAZAS  
Senior Assistant Attorney General

  
JANICE K. LACHMAN  
Supervising Deputy Attorney General  
Attorneys for Complainant